

AMENDMENT NO. 1
TO
THE LINKING AGREEMENT
WITH D.H. PACE COMPANY, INC.
(State of Arizona Contract No. ADSPO 16-136735, Contract No. C-11061)

This Amendment No. 1 ("Amendment") to the Repair, Replacement and Preventative Maintenance of Doors and Gates ("Agreement") is made this _____ day of _____, 2016, ("Effective Date"), by and between the City of Glendale, an Arizona municipal corporation ("City") and D.H. Pace Company, Inc., a Delaware corporation authorized to do business in Arizona ("Contractor").

RECITALS

- A. City and D.H. Pace Company, Inc. ("Contractor") previously entered into Linking Agreement, Contract No. C-11061, dated August 17, 2016 ("Agreement"); and
- B. The original State of Arizona Contract, Contract NO. ADSPO16-136735 has an initial one year term beginning June 6, 2016 through June 9, 2017 with the option to extend an additional five (5) years in one-year increments until the Cooperative Purchasing Agreement expires on June 6, 2021; and
- C. City and Contractor wish to modify and amend the Agreement subject to and strictly in accordance with the terms of this Amendment.

AGREEMENT

In consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Contractor hereby agree as follows:

- 1. **Recitals.** The recitals set forth above are not merely recitals, but form an integral part of this Amendment.
- 2. **Term.** The term of the Agreement is unchanged and shall expire on June 9, 2017, unless renewed under the terms of the original linking agreement.
- 3. **Scope of Work.** The Scope of Work is amended to include repair, replacement and preventative maintenance of doors and gates at City of Glendale facilities on an as-needed basis.
- 4. **Compensation.** Section 4.1 of the Agreement is modified and amended as follows:
4.1 Compensation. Contractor's compensation for the Project, including those furnished by its Subcontractors will not exceed \$1,000,000 over the entire term of the agreement (initial plus any extensions).

5. **Insurance Certificate.** Current certificate will expire on January 1, 2017 and a new certificate applying to the extended term must be provided prior to this date to Materials Management and the Contract Administrator.
6. **Non-discrimination.** Contractor must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.
7. **No Boycott of Israel.** The Parties agree that they are not currently engaged in, and agree that for the duration of the Agreement they will not engage in, a boycott of Israel, as that term is defined in A.R.S. §35-393.
8. **Ratification of Agreement.** City and Contractor hereby agree that except as expressly provided herein, the provisions of the Agreement shall be, and remain in full force and effect and that if any provision of this Amendment conflicts with the Agreement, then the provisions of this Amendment shall prevail.

[Signatures on the following page.]

CITY OF GLENDALE, an Arizona
municipal corporation

Kevin R. Phelps, City Manager

ATTEST:

Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey, City Attorney

D.H. Pace Company, Inc.,
a Delaware corporation



By: Michael Waldron

Its: Sr. Vice President